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April 16, 2014

Via Electronic Filing & Overnight Mail

Mr. Walter L. Thomas, Jr. Secretary
Alabama Public Service Commission
RSA Union Building – 8th Floor
100 N. Union Street
Montgomery, AL 36104



Re: Approval of the Interconnection Agreement* Negotiated by BellSouth Telecommunications, LLC, d/b/a AT&T Alabama ("AT&T Alabama") and Broadvox-CLEC, LLC, Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act")

Agreement Effective Date: 15 Days Following Commission Approval
CLEC Certification No.: Docket No. 31113

Dear Mr. Thomas:

Pursuant to Section 252(e) of the Act, AT&T Alabama and **Broadvox-CLEC, LLC**, are submitting to the Alabama Public Service Commission ("Commission"), an agreement for the interconnection of their networks and the unbundling of specific network elements offered by AT&T Alabama. The agreement was negotiated pursuant to Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T Alabama and **Broadvox-CLEC, LLC**, within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Sincerely yours,

Francis B. Semmes
General Attorney – AT&T Services, Inc.

FBS/mhs
Attachment

* Broadvox-CLEC, LLC, is adopting in its entirety, the interconnection agreement negotiated by BellSouth Telecommunications, LLC d/b/a AT&T Alabama and Zayo Group, LLC dated October 24, 2013; filed with this Commission on November 19, 2013; and approved by this Commission on January 14, 2014 under Docket No. U-5114.

AGREEMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA AND
AT&T TENNESSEE**

AND

BROADVOX-CLEC, LLC



Signature: eSigned - Kyle Bertrand

Signature: eSigned - William A. Bockelman

Name: eSigned - Kyle Bertrand
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Vice President - Network Planning & Regulatory
(Print or Type)

Title: Director
(Print or Type)

Date: 20 Feb 2014

Date: 21 Feb 2014

Broadvox-CLEC, LLC

**BellSouth Telecommunications, LLC d/b/a AT&T
ALABAMA, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T SOUTH CAROLINA and AT&T TENNESSEE by
AT&T Services, Inc., its authorized agent**

MFN AGREEMENT

This MFN Agreement ("MFN Agreement"), which shall be filed with and is subject to approval by the State Commission and shall become effective fifteen (15) days after approval by such Commission ("Effective Date"), is entered into by and between Broadvox-CLEC, LLC ("CLEC"), a Delaware Limited Liability Company on behalf of itself, and BellSouth Telecommunications, LLC d/b/a **AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE**, ("AT&T" having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, CLEC has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and Zayo Group, LLC dated October 24, 2013 for the State(s) of Alabama, Louisiana, Mississippi, South Carolina and Tennessee ("Interconnection Agreement").

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this MFN Agreement, CLEC has adopted the Interconnection Agreement for the State(s) of Alabama, Louisiana, Mississippi, South Carolina and Tennessee and the Parties have agreed to the following provisions contained in the Agreement on a "negotiated" basis:

NOW, THEREFORE, in consideration of the promises and mutual covenants of this MFN Agreement, CLEC and AT&T hereby agree as follows:

1. **AT&T-9STATE** shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. CLEC and AT&T shall adopt in its entirety the Interconnection Agreement dated October 24, 2013 and any and all amendments to said Interconnection Agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this MFN Agreement. The Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this Interconnection Agreement with amendment(s) consists of the following:

ITEM
Adoption Papers
Signature Page
Exhibit 1 Cover Page
Zayo Group, LLC Agreement

3. In the event that CLEC consists of two (2) or more separate entities as set forth in the preamble to this MFN Agreement, all such entities shall be jointly and severally liable for the obligations of CLEC under this MFN Agreement.
4. The term of this MFN Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the Interconnection Agreement. For the purposes of determining the expiration date of this MFN Agreement, the expiration date shall be January 14, 2016.
5. In the event that a voluntary or involuntary petition has been or is in the future filed by or against CLEC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding shall be known as an "Insolvency Proceeding"), then: (a) all rights of AT&T under such laws, including, without limitation, all rights of AT&T under 11 U.S.C. § 366, shall be preserved, and CLEC's adoption of this MFN Agreement shall in no way impair such rights of AT&T; and (b) all rights of CLEC resulting from CLEC's adoption of this MFN Agreement shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to AT&T pursuant to 11 U.S.C. § 366. All monetary obligations of the parties to one another under CLEC's prior agreement shall remain in full force and effect and shall constitute monetary obligations of the parties under this MFN Agreement. In the event that this MFN Agreement is assumed pursuant to 11 U.S.C. § 365 or any other similar law in an Insolvency Proceeding, such monetary obligations shall be cured as part of such assumption.

6. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review. Every notice, consent or approval of a legal nature, required or permitted by this MFN Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid addressed to:

To AT&T:

Contract Management
ATTN: Notices Manager
311 S. Akard, 19th Floor
Dallas, TX 75202-5398
Facsimile Number: (214) 464-2006

To CLEC:

Kyle Bertrand
Vice President - Network Planning & Regulatory
75 Erieview Plaza, Suite 400
Cleveland, OH 44114
Facsimile Number: (216) 373-4824

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this MFN Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

EXHIBIT 1

AT&T Wholesale Agreement

AGREEMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A AT&T CONNECTICUT, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

ZAYO GROUP, LLC



Signature: eSigned - Gregg StrumbergerSignature: eSigned - Kristen E. ShoreName: eSigned - Gregg Strumberger
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: General Counsel
(Print or Type)Title: Director
(Print or Type)Date: 17 Oct 2013Date: 24 Oct 2013**Zayo Group, LLC**

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
GEORGIA	904F
ILLINOIS	607F
MICHIGAN	479F
OHIO	492F
TENNESSEE	608F

Description	ACNA Code(s)
ACNA(s)	YOB